## Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant			
Patton, Boggs & Blow 2550 M Street, N.W.	Washington, D.C.	20037	2. Registration No. 2165
3. Name of foreign principal Government of Abu Dhabi	4. Principal address of foreign principal Abu Dhabi, United Arab Emira		
5. Indicate whether your foreign principal is one of the follow.	wing type:		
☐ Foreign political party			
☐ Foreign or ☐ domestic organization: If either, check on	ee of the following:		
□ Partnership	<ul><li>□ Committee</li><li>□ Voluntary group</li><li>□ Other (specify)</li></ul>		
☐ Corporation			
☐ Association			
☐ Individual—State his nationality			
<ul> <li>6. If the foreign principal is a foreign government, state:</li> <li>a) Branch or agency represented by the registrant.</li> <li>b) Name and title of official with whom registrant deals. Private Department of the Ruler - Ghanim Al Mazrui, Chariman</li> </ul>	Abu Dhabi Department of Finance - Jauan Salim, Under Secretary  Abu Dhabi Investment Authority - Khalifa Al Muheiri, Director  Real Estate Department		
7. If the foreign principal is a foreign political party, state:			
a) Principal address			
b) Name and title of official with whom the registrant deals.			
c) Principal aim	-92 NAX		
8. If the foreign principal is not a foreign government or a fore	ign political party,	Transfer of the second	
a) State the nature of the business or activity of this foreign	1		

b) Is this foreign principal	
Owned by a foreign government, foreign political party, or other foreign principal	□ No □
Directed by a foreign government, foreign political party, or other foreign principal	□ No □
Controlled by a foreign government, foreign political party, or other foreign principal	□ No □
Financed by a foreign government, foreign political party, or other foreign principal	□ No □
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes	□ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes	□ No □
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)	·
<ol> <li>If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party foreign principal, state who owns and controls it.</li> </ol>	or other

Date of Exhibit A
March 9, 1992

Name and Title Timothy J. May Managing Director Signature

Exhibit B To Registration Statement Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007 Approval Expires Nov. 30, 1986

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant,

Name of Registrant

Name of Foreign Principal

Patton, Boggs & Blow

Government of Abu Dhabi

## Check Appropriate Boxes:

- 1. It The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. It There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. (X) The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

See part 4 below.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has previously provided legal services to the Abu Dhabi Investment Authority and the Private Department of the Ruler (which is not a branch of Government, but manages the Ruler's personal business matters and investments), for which representations no written contract nor exchange of correspondence setting forth the arrangement exists. Based on oral understandings, the Registrant will serve as counsel to these entities, billing on an hourly basis, plus disbursements, duration indefinite. With regard to the Department of Finance, there exists correspondence (attached) setting forth the terms of engagement, which are likewise that the Registrant will serve as counsel, billing on an hourly basis, plus disbursements. Registrant serves as legal counsel to the Department of Finance only with respect to matters arising in connection with BCCl. Registrant will handle a wide variety of legal matters for the Abu Dhabi Investment Authority and the Private Department of the Ruler some of which will be related to BCCl.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide the Government of Abu Dhabi with legal advice and representation relating to the Principals' investment in BCCI, including civil litigation issues, bank regulatory issues, and civil, criminal, and Congressional investigations related to the BCC1 matter. In addition, Registrant will provide the Abu Dhabi Investment Authority and the Private Department of the Ruler with legal services pertaining to their respective investments in the United States.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1 Yes IX No [1

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

A portion of the activities described above may include explanations and advocacy of the policies of the Principal before U.S. departments and agencies and the U.S. Congress as they relate to issues arising out of the BCC1 matter which may be considered political activities as defined in Section 1(0) of the Act.

Date of Exhibit B March 9, 1992

Name and Title Timothy J. May Managing Partner

1 Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon. indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating Adopting or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## PATTON, BOGGS & BLOW

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> TRT TELEX: 197780 TELECOPIER: 457-6315

WRITER'S DIRECT DIAL (202) 457-6333

October 31, 1990

H.E. Mohammed Habroush Chairman Abu Dhabi Department of Finance Abu Dhabi, United Arab Emirates

Your Excellency:

This letter will serve to confirm that Patton, Boggs and Blow is hereby appointed as U.S. counsel to the Abu Dhabi Department of Finance.

In this capacity, Patton, Boggs and Blow will provide legal advice and counsel to the Department on issues affecting the legal interests of the Department in the United States, and, in particular, advice with respect to issues arising in connection with the Department's equity participation in and the operations of the BCC Group in the United States.

I will be the person responsible for the firm's work on the Department's behalf, and I will report to you and seek direction from you, except of the extent you instruct me otherwise.

Patton, Boggs and Blow's fees for legal services to the Department will be based on our standard hourly rates in effect when the work is performed. The hourly rates of our attorneys are based on the level of experience, specialization, and professional achievement, and are comparable to the hourly rates of other Washington attorneys with similar levels of professional skill and experience. Patton, Boggs and Blow will bill the Department on a quarterly basis for legal services and for out of pocket expenses incurred in the performance of those legal services, including telephone charges, facsimile charges, travel expenses, and other similar out of pocket expenses.

This appointment may be terminated at any time by either party giving written notice to the other party.

Please confirm this appointment by signing the copy of this letter and returning it to me.

Sincerely yours, MICIMAT Middleton A. Martin ABU DHABI DEPARTMENT OF FINANCE